WELCOME TO SELECT HOME WARRANTY

Dear Eileen Jacobson

Thank you for enrolling with Select Home Warranty. We are excited to welcome you to the Select Home Warranty family. As a member, we will treat your home like it is our own and provide you with the best possible service for all your home warranty needs.

Select Home Warranty is a leader in the home warranty industry, As the winner of the 2017 Best in Service Award, 2018 Best in Service Award, 2019 Editor's Choice Award and 2021 Editor's Choice Award we provide a service network that is second to none. It's no secret why home owners are choosing Select Home Warranty over and over again to help manage the high costs of their home repairs.

Please take a moment to read through this warranty brochure. Inside you will find information about your contract and your selected coverage.

Should you have any claim requests you can place a claim online 24/7 at selecthomewarranty.com/claims or by calling 1-855-267-3532.

Thank you -SHW Family









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Call or request service online

We're available 24/7, because breakdowns don't happen when they're most convenient.



We assign a local repair professional

With the industry's largest service contractor network, you never have to guess who to call for repairs – we do it for you.



For each visit, pay a small service fee

Control the cost of covered repairs by selecting your predetermined service fee right from the start.

Your covered item is repaired or replaced
 Simple as that. Get back to your life without the worry of what breakdown may be on the horizon. Please review your contract carefully for limitations and exclusions.

CALL OR REQUEST SERVICE 24/7



COVERAGE DETAILS

Please verify that your information below is correct

Contract Holder	Eileen Jacobson
Contract Number	526467453
Purchase Date	September 1, 2021
End Date	December 1, 2022
Contract Term	1 Year
Covered Property	28535 morel way, Rhoadesville, Virginia, 22542, United States
# of Payments	Single Payment
Amount/Payment	\$424.99
Subtotal Sales Tax Total Price	\$424.99 \$0.00 \$424.99
Service Call Fee	\$100.00
Coverage Plan	Platinum Care
Customer Email	jacobsone@icloud.com
Type of Home	Single Family
Size of Home	Under 5000 Square Feet
Months Free	2 Months
Notes Fully transferable.	

Includes:

- Plumbing Stoppage: 🗸
 - Clothes Washer: 🗸
 - Heating System:
 Water Heater:
 - Garbage Disposal:
 - Electrical System:
- Plumbing System: 🗸
 - Refrigerator: 🗸
 - Stove/Oven: 🗸
- Microwave Oven(Built In):
 - Cooktop: 🗸
 - Ceiling Fan: 🗸

- Dishwasher: 🗸
- Clothes Dryer: 🗸
- Ductwork: 🗸
- Garage Door Opener: 🗸
 - A/C Cooling: 🗸

Optional Coverage Selected:

- Roof Leak

1-855-267-3532 selecthomewarranty.com



FAQ

• My home system and appliances are old. Does that matter to Select?

No, the age of a home or its systems and appliances does not matter to Select. We cover items that are in good working condition at the time you purchase the plan and properly maintained. Plus, Select covers all makes and models of appliances and systems.

- Does Select need to inspect my home systems and appliances before I enroll?
 No, Select Home Warranty coverage does not require a home inspection to purchase.
- Is there a limit to the number of repairs Select covers? No, Select Home Warranty allows an unlimited number of covered repairs.
- Is a warranty plan from Select renewable? Yes, warranty-holders may renew their Select plan (at the option of Select). Select Home Warranty will notify the homeowner in advance of the expiration date and Select will offer a variety of convenient payment plans.
- When does coverage begin and when does it end? Coverage for your home's major systems and appliances begins 30 days from receipt of payment with Select, and the coverage lasts for one year.







SERVICE CONTRACT AGREEMENT

These Terms & Conditions describe the service contract coverage provided to you by Select. THE COVERAGE PROVIDED IS SUBJECT TO THE REQUIREMENTS AND LIMITATIONS DESCRIBED IN THESE TERMS AND CONDITIONS. PLEASE READ THESE PROVISIONS CAREFULLY. Certain items and events are not covered by this contract. Please refer to the exclusions listed below. PLEASE NOTE THAT SELECT IS NOT AN INSURANCE COMPANY OR A SERVICE PROVIDER.

Definitions.

i. "Agreement" means this service contract between You and Us, including the Coverage Details.

ii. "Coverage Details" means the document attached to this service contract that includes Your specific coverage information.

iii. "**Covered Property**" means the address identified on the Coverage Details that is eligible for coverage under this Agreement. Covered Property must not be a commercial property or residential property converted, in whole or in part, into a business.

iv "Independent Service Technician" means the qualified service contractor and/or technician Select has arranged to repair or replace the systems and appliances under this Agreement.

v. "We," "Us," "Our," "Obligor," and "Select" means Select Home Warranty, LLC for residents of D.C. and all covered states except for (1) residents in Texas and Oklahoma, in which it shall mean XPD Warranty Group, In.; (2) residents in Virginia, in which it shall mean SHWP of VA, LLC; (3) residents in Illinois, Iowa, and Georgia, in which it shall mean SHWP of Illinois, LLC; and (4) residents in California, in which it shall mean Select Home Warranty of CA Inc.

vi. "You", "Your," and "Customer" mean the person contracting for Services covered by this Contract and whose name(s) appear on the Coverage Letter.

1. Binding Agreement.

This Agreement is a legally binding document between You and Select. This Agreement constitutes the entire and only Agreement between You and Select. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties, and understandings between You and Select. This Agreement provides for home service contract services only and should not be confused with an insurance contract. Your home service contract remains with the Covered Property and cannot be transferred to a different home except as provided under the Transfer of Agreement section below. This Agreement covers household appliances and systems covered under this Agreement and the specific items that are excluded from coverage. In the event an appliance or system is not mentioned in this Agreement, it will not be covered under this Agreement. Please read the entire Agreement before retaining the services of Select.

2. Obligations.

In consideration for Your payment to Select, and subject to all of the terms of this Agreement, Select will arrange for an Independent Service Technician to repair or replace the systems and appliances covered under this Agreement, when they become inoperable due to normal wear and tear.

Obligations of Select under this Agreement are backed only by the full faith and credit of Select and are not guaranteed under a reimbursement insurance policy.

3. Covered Property.

This Agreement only covers systems and appliances in the single-family dwelling, individual condominium unit, townhouse, or modular home listed on Your Coverage Details as Covered Property. Only those systems and appliances properly and permanently installed and located within the living area of the Covered Property will be covered. This Agreement will not cover systems or appliances within (i) commercial properties; (ii) residential properties used for business purposes, including, but not limited to, dwellings used for rest homes, daycare centers, schools and/or professional offices; and (iii) common areas of condominiums, multi-family houses (unless otherwise stated above) and/or cooperatives (iv) foreclosed/short sale. This Agreement will not cover any system or appliance designated by the manufacturer as being used for commercial use.

4. Term. The term of Your service contract, as set forth in this Agreement, shall begin 30 days following Select's receipt of all outstanding payments and premiums due to Select are received by Select ("Effective Date") please add an additional 5 days for credit/debit card payments. In the event Select does not receive all outstanding payments and/or premiums outstanding, for any reason, Your service contract coverage term will not begin. Your service contract coverage will begin on the Effective Date and remain in effect for one (1) calendar year following the Billing Date ("Termination Date"). Coverage waiting period may be expedited with proof of prior coverage's expiration date provided there was no lapse in coverage.

5. Claims Procedure.

5.1. Before Making a Claim. Prior to making a claim, you should:

i. Contact the proper authority in the event the malfunctioning appliance or system has the potential to cause injury to You or anyone else present in or near your home;

ii. Shut down the malfunctioning appliance or system to prevent further damage; and

iii. Determine if the malfunctioning appliance or system is covered under this Agreement.

5.2. If Covered. If this Agreement covers the malfunctioning appliance or system, you MUST contact Select PRIOR to obtaining service on the malfunctioning appliance or system. Your failure to contact Select prior to obtaining service may render your claim invalid. Select will not reimburse You if You use your own service technician without first obtaining Select's prior authorization.

5.2.1. Select Service Call Fee/ Deductible. Each time a independent service Technician is scheduled and dispatched to Your home, You will be required to pay the Select Service Call Fee in the amount of \$100.00. You will be required to pay the Select Service Call Fee in the amount of \$100.00. You will be required to pay the Select Service Call Fee regardless of whether all or part of the claim is granted, excluded, limited or denied by Select. You will be required to pay the Select Service Call Fee once the independent service Technician begins traveling to your home, regardless of whether you are able to provide access to your home for the independent service Technician or if you cancel the appointment while the independent service Technician is traveling to your home, a separate service call fee will be charged for each issue. Additional charges may apply to the Select Service Call Fee. The Select Service Call Fee, which must be paid at the time and place of appointment, shall be paid by You to the independent service Technician or directly to Select, at Select's option. In the event You fail to pay the Select Service Call Fee, You will not be able to schedule any additional service calls and your home service contract will not alter or extend the Termination Date of your home service contract.

5.3. Contact Information. A Select representative can be reached Toll Free by telephone at 1-855-267-3532 or by e-mail at info@selecthomewarranty.com.

5.4. Non-Emergency Claims. To make a claim for repair you must contact Select within 3 days following the discovery of the malfunctioning and/or inoperability of the system or appliance. The Select service technician will be instructed to provide a repair of the appliance or system within two (2) days during normal business hours and four (4) days on weekends and holidays following submission of the claim. If covered by this agreement, the system and/or appliance repaired or replaced will be paid for by Select within a reasonable time following submission of the claim. Select will not be liable for any delay in the repair and/of the inoperable appliance or system.

5.5 Emergency Claims. In the event of an emergency, in order for Select to make a determination if the system/or appliance caused the emergency is covered under this Agreement, You must contact Select prior to having the repair or replacement work performed. In the event the emergency pertains to gas, fire or has the potential to cause injury to You or anyone else present in or near your home, you should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority to ensure the

safety of You and those present. Once the determination is made by the proper authority that your home is safe to re-inhabit, You must contact Select immediately and advise them of this cla**im**.

6.1. Generally.

6.1.1. Proper Working Order. All systems and appliances must be in proper working order on the Effective Date of the warranty coverage, as set forth in the schedule page accompanying this Agreement. Any pre-existing conditions or defects causing the malfunction of system or appliance during the term will not be covered by this Agreement. If a defective or malfunctioning system or appliance is discovered by an inspection company prior to the transfer of ownership of the property or by a utility company at the time of the transfer of ownership, said condition shall be deemed a pre-existing condition and not covered under this Agreement.

6.1.2. Manufacturer's Warranty. All systems and appliances covered under either the manufacturer's, distributor's, or any other express or implied warranty will not be covered under this Agreement.

6.2. Appliances Covered. This Agreement covers the following appliances:

6.2.1. Refrigerator. This Agreement covers one (1) refrigerator located within the kitchen of the covered home. This Agreement covers all modules, components and parts of the refrigerator necessary to the functionality of the refrigerator. (i)control boards (ii) compressor (iii) thermostats (iv) damper control (v)wire harness (vi)evaporator fan motor(vii)condenser fan motors (viii) pressure switches (ix) relays (x) contactors (xi) start assist (xii) thermistors. **Excluded: (i)sealed system**

6.2.2. Oven/Range/Stove Top. This Agreement covers all modules, components, and parts of the gas or electric oven, range and stovetop necessary to the functionality of the oven, range, and/or stovetop. (i) Burners (ii) control boards (iii)thermostats (iv) broilers (v) temp controls (vi) heating elements (vii) igniter (viii) ignition module (ix) spark igniters. <u>Excluded: (i) range hood</u>

6.2.3. Built-In Microwave. This Agreement covers all modules, components, and parts of the built-in microwave necessary to the functionality of the built-in microwave. **Excluded: portable, combo or countertop** <u>microwaves.</u>

6.2.4. Dishwasher. This Agreement covers all modules, components, and parts of the dishwasher necessary to the functionality of the dishwasher. (i)Control board (ii) pump (iii) switches (iv) drain pump (v) temp control (vi) heating elements (vii) drain lines. **Excluded: (1) racks/rollers**

6.2.5. Garbage Disposal. This Agreement covers all modules, components, and parts of the garbage disposal necessary to the functionality of the garbage disposal.

6.2.6. Clothes Washer/Clothes Dryer. This Agreement covers all modules, components, and parts of the clothes washer and clothes dryer necessary to the functionality of the clothes washer and clothes dryer. (i)Motors (ii) drain pumps(iii) control boards (iv) gas vales(v)heating elements (vi) igniters(vii) thermostats(viii) fuses(ix) wire harness(x) ignition modules(xi) tub assembly(xii) tub bearings(xiii) motor bearings.

6.2.7. Water Heater. This Agreement covers all modules, components, and parts of the water heater necessary to the functionality of the water heater. (i)Control board (ii) thermostats (iii) gas valves (iv) burner assembly(v) heating elements(vi)pressure switches(vii)thermocouple(viii)ignition module(ix) and igniter. **Excluded: solar or tankless water heating systems, leaks, and pumps.**

6.3.1. Plumbing System. This Agreement covers the following plumbing system components: (i) line leaks in the water, drain, waste, or vent lines not caused by damage resulting from freezing or from roots; (ii) line breaks in water, drain, waste or vent lines not caused by damage resulting from freezing or from roots;

(iii)toilet bowls; (iv) toilet tanks; (v) toilet flushing mechanisms; (vi) angle stops; (vii) risers. <u>Excluded: (i) water</u> softeners; (ii)slab leaks.

6.3.2. Plumbing Stoppages. This Agreement covers stoppages in drain, vent, and sewer lines up to 100 feet from the access point, except if caused by roots. Mainline stoppages are only cleared when there is an accessible ground level clean out. This Agreement does not cover Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the confines of the main foundation if the home. Stoppages due to roots or foreign objects. If the lines are broken or infiltrated by roots or are otherwise stopped by roots, even if the break, infiltration or stoppage is within 100 feet from the access point, it is not covered. Access to drain or sewer lines from the vent or the removal of the water closet. Costs to locate, access or install a ground-level cleanout. Septic tanks.

6.3.3. Heating System. This Agreement covers ALL modules, components, and parts of the heating system necessary to the functionality of the heating system. This Agreement covers the primary heating system of the covered home. (i) Condenser Fan motors; (ii) compressors; (iii) condensers; and (iv)thermostats (v)Capacitors (vi)relays (vii)Contactors (viii)pressure switch (ix)thermistor (x) cut in switches (xi) transformers (xii) inducer motors (xiii) defrost boards (xiv) Blower motors. <u>Excluded: solar heating systems or zone systems or wall units or the components thereof, (i) air cleaners; (ii) humidifiers; (iii) flues; (iv) coils; (v) heat exchanger; (vi) geothermal heating/cooling units.</u>

6.3.4. Electrical. This Agreement covers the following electrical system components: (i) wiring; (ii) service panels; (iii) sub-panels (iv) switches; (iv) breakers; (v) outlets; (vi) junction boxes; (vii) ground fault interrupters. This Agreement does not cover damage to the electrical system caused by flood, fire, water, rust. This Agreement does NOT cover the following list of modules, components and parts relating to the electrical system: (i) fixtures; (ii) inadequate wiring capacity; (iii) attic/exhaust fans; (iv) damage caused by a power failure(vi)wire tracing.

6.3.5. Ducts. This Agreement covers all ducts from the heating and/or cooling unit to the point of attachment at registers or grills. Excluded: (i) crushed ductwork; and (ii) improperly sized ductwork/duct system.

6.3.6. Air Conditioning (Central). This Agreement covers the primary floor air conditioning unit of the covered home. This Agreement covers the following air conditioning components: (i) Condenser Fan motors; (ii) compressors; (iii) condensers; and (iv)thermostats (v)Capacitors (vi)relays (vii)Contactors (viii)pressure switch (ix)thermistor (x) cut in switches (xi) transformers (xii) Start Assist (xiii) defrost boards (xiv) Blower motors. **Excluded: window, wall, portable air conditioning units.** This Agreement does not cover (i)Freon; (ii) geothermal systems; (iii) air filtration systems; (iv) humidifiers; (v) condensation leaks; (vi) mismatched systems; (vii) freon leaks; (viii)damage caused by freon leak.

6.3.7. Garage Door Opener. This Agreement covers the following garage door opener components: (i) control board; (ii) motors; (iii) chains; (iv) belts; (v) gears; (vi) pulley; (vii) sheave fork; (viii) axle bolts; and (ix) switches. **Excluded: (i) garage doors; (ii) springs; (iii) brackets; (iv) tracks; (v) rails.**

6.3.8. Ceiling Fan. This Agreement covers all modules, components and parts of the ceiling fan affixed in the covered home necessary to its functionality.

6.4. Additional Coverage Options. The following is a list of covered systems and appliances which You have the option to purchase from Select. The following components will only be covered if You advise Select that you wish to add the additional home warranty coverage and Select is in receipt of the additional payment for said coverage. You may purchase the additional for up to thirty (30) days following the Purchase Date of the home warranty coverage for the additional coverage option will not take effect until payment is received by Select for the additional coverage and the additional coverage will terminate on the Termination Date.

6.4.1. Plumbing and Lighting Fixtures. Plumbing fixtures: faucets filter, shower head, shower arm, electrical switches, smoke detector, fluorescent fixtures, Outlets, Dials, Knobs, Cartridges.

6.4.2. Limited Roof Leak. This Agreement applies to roof leak repairs over the occupied living area of single family homes only. This Agreement covers the roof leaks only. **Excluded: (i) patios;(ii) metal roofs; (iii)**

shingles;(iv) cracked and/or missing material; (v) tiles; (vi) tar and gravel; (vii) flat or built-up roofs; (viii) structural leaks; (ix) gutters; (x) downspouts; (xi) skylights; (xii) flashing;(xiiii) solar components; (xiv) attic vents; (xxv) satellite components; (xvi) antennae; and (xvii) chimney components. This Agreement does not cover repairs requiring partial or complete replacement of the roof.

6.4.3. Pool/Spa Equipment. This Agreement applies to the following list of pool/spa components: (i) pumping system; (ii) filtration system; (iii) heating system. This Agreement covers both the pool and/or hot tub or spa if they use common equipment. In the event the pool and spa or hot tub do not use the common equipment, then only one will be covered. Excluded: portable pools, spas or hot tubs. (i)computerized control boards; (ii) heat pumps; (iii)leaks.

6.4.4. Well Pump. This Agreement covers all components of the well pump, provided the well is the primary water source to the covered home. <u>Excluded: (i)holding and storage tanks; (ii) piping or electrical lines (iii) booster pumps.</u>

6.4.5. Sump Pump. This Agreement covers all components of the sump pump for groundwater, provided the pump is within the foundation of the covered home. **Excluded: (i) portable pumps; and (ii) sewer ejector pumps.**

6.4.6. Central Vacuum. This Agreement covers all modules, components, and parts of the central vacuum system necessary to its functionality. **Excluded: (i)clogged pipes.**

6.4.7. Second Refrigerator. This Agreement covers all modules, components, and parts of the refrigerator necessary to the functionality of the refrigerator. (i)control boards (ii) compressor (iii) thermostats (iv) damper control (v)wire harness (vi)evaporator fan motor(vii)condenser fan motors (viii) pressure switches (ix) relays (x) contactors (xi) start assist (xii) thermistors. <u>Excluded: (i)sealed system</u>

6.4.8. Stand Alone Freezer. This Agreement covers all modules, components, and parts of a stand-alone freezer necessary to its functionality. (i)control boards (ii) compressor (iii) thermostats (iv) damper control (v)wire harness (vi)evaporator fan motor(vii)condenser fan motors (viii) pressure switches (ix) relays (x) contactors (xi) start assist (xii) thermistors. <u>Excluded: (i)sealed system</u>

6.4.9. Lawn Sprinkler System.

This Agreement covers all mechanical components that affect operation. Excluded: lack of water pressure-Damage due to (i) freezing, (ii) heads.

6.4.10. Septic System Coverage.

Aerobic pump, sewage ejector, jet pump, septic tank. Excluded: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, clean out, pumping.

6.4.11. Refrigerator's Ice Maker.

This Agreement covers all components and parts. (i)ice maker (ii)motor (iii)thermostat. <u>Excluded: (i)</u> <u>Standalone ice maker, (ii)dispenser, (iii)valves(iv)water line.</u>

7. Independent Service Technicians. Select has the exclusive right to select an Independent Service Technician to perform the necessary repair and/or replacement services. Select will not reimburse You in the event a service technician performs, or attempts to perform, any repair and/or replacement services without first being authorized by Select. If You experience any difficulties or have any disputes with an Independent Service Technician, You must contact Select immediately.

8. Select's Option.

Select shall have the sole and exclusive option to: i. Select the Independent Service Technician to perform repair and/or replacement services; ii. In the event a covered system or appliance is deemed irreparable or it is not cost-effective to repair, Select may replace the system or appliance with a system or appliance of like capacity, the price of which shall not exceed the depreciated value of the system or appliance being replaced;

iii. In lieu of replacing a system or appliance that is deemed irreparable or it is not cost-effective to repair, said determination being made by Select, Select may choose to pay a cash settlement for the irreparable component of the system or appliance. Select is not responsible for installation. The cash settlement shall be in an amount not to exceed the depreciated value of the component/appliance being replaced;

iv. Select the manufacturer, make, and model of any replacement parts used in the repair of the defective system or appliance; and

v. Obtain a second opinion with regard to the cost of replacement without any additional cost to You.

9. Exclusions to Coverage.

9.1. Exclusions Generally. The following is a list of systems and/or appliances that are NOT covered by this Agreement. In the event this paragraph conflicts with any other provisions in this Agreement, this paragraph shall be controlling.

9.1.1. Hazardous Material. This Agreement does not cover any systems, appliances, and/or services relating to hazardous or toxic material including, but not limited to, acids, asbestos, lead and lead-based products, red-tagged units, gas leaks, and any other hazardous contaminants.

9.1.2. This Agreement does not cover any systems or appliances that have had previous repair or that require repair as a result of improper installation, previous repair, damage caused by any construction activity, improper wiring, inadequate or lack of capacity, power failures, power surges, overloads, missing parts, failure to properly maintain, failure to properly clean, neglect, misuse, corrosion, rust, sediment and any modification to the system or appliance. You are responsible for providing annual maintenance and cleaning by a licensed technician on covered items to ensure continued coverage on such items. Select reserves the right to request prior years (3) maintenance records and/or pictures, without proper maintenance records and pictures the maximum payout on any system/appliance is up to \$150.00. For example, heating and a/c systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing. This policy covers mechanical breakdowns, it does not cover shelves, door handles, doors, hinges, knobs and buttons, door seals, freon, damage caused by freon leak, displays, latches, timers, leveling equipment, clogged drains or lines, cosmetic issues, gaskets, leak searches, lights, noise, refrigerants, valves, dispensers, installation, electrical failures, upgrades.

9.1.3. Acts of Nature. This Agreement does not cover systems or appliances that require repair as a result of Acts of Nature.

9.1.4. Foundation/Structure. This Agreement does not cover any damage and/or defects to the structural components of the covered home, including, but not limited to, the foundation and any beams of the covered home.

9.1.5. Manufacturer's Defect. This Agreement does not cover any system or appliance that has malfunctioned as a result of the manufacturer's defect, recall, and/or defective materials or parts.

10. Select's Liability.

10.1 **Dimensions, Brand and Color, Limits.** Select will not be responsible for matching a system or appliance's color, brand, or dimensions and only is responsible for repairing and/or replacing systems or appliances of builder's grade. The following guidelines will be implemented to provide a repair/replacement allowance. For heating or cooling equipment (HVAC), in the first three months of coverage, a \$500 repair/replacement allowance will be paid to the customer. This repair/replacement allowance will increase to \$2000 after the first three months of coverage. For appliances (non-heating or cooling) in the first three months, a \$150 repair/replacement allowance will be paid to the customer. This repair/replacement allowance will increase to \$500 after the first three months of coverage. For additional coverage options in the first three months a \$150, repair/replacement will be paid to the customer. This repair/replacement allowance will increase to \$500 after the first three months of coverage. For additional coverage options in the first three months a \$150, repair/replacement will be paid to the customer. This repair/replacement allowance will increase to

\$400 after the first three months of coverage. In the event that the part is not available, Select's responsibility is to reimburse for the value of the part up to the policy limits. If Freon coverage is selected as an option, the limit is \$150 for the first three months of coverage and \$250 for the remainder of the contract. Furthermore, you agree that during the first 30 days of coverage, no coverage will be provided for the replacement of entire systems or appliances or evaporator coils, condenser coils, compressors, control boards, motors of any kind.

10.2 . **Removal/Disposal.** Select will not be responsible for any costs associated with the removal and/or disposal of any system and/or appliances repaired, or any waste or debris associated with the repair and/or replacement services.

10.3. Local/State/Federal Government Violation. Select will not be responsible for the repair of any system or appliance which said the repair would violate any local, state, and/or federal laws, rules, codes, or regulations. If a system or appliance cannot be repaired or replaced without violating a local, state, or federal law, rule, code, or regulation, then Select's liability will be limited to a cash settlement which shall be in an amount not to exceed the depreciated cost of the product in need of repair. If a violation of any local, state, and/or federal law, rule, code, or regulation is discovered before or during the repair service, Select will not be required to initiate and/or complete the repair service until the violation and/or potential violation is corrected by You. Select will not be responsible for any additional costs associated with the correction of the violation and/or potential violation. Select will not be responsible for any improvements, services, and/or costs required to comply with any local, state, and/or federal laws, regulations, ordinances.

10.4. Access. It is your responsibility to provide access to the system or appliance in need of repair.

10.5. **Delay.** Select will not be responsible for delays in repairing or replacing a system or appliance resulting from events beyond its control.

11. Hold Harmless.

You shall keep, save and hold harmless Select from any and all damages and liability arising out of any fault or negligence by You or any failure on Your part to comply with any of the covenants, terms, and conditions herein contained. In case Select shall, without fault on its part, be made a party to any litigation commenced by or against You, You shall protect and hold Select harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Select in connection with such litigation. You shall also pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Select in enforcing the covenants and terms of this Agreement. We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance.

12. Consequential Damages Will Not Be Covered.

This Agreement does not provide coverage for damage caused by a malfunctioning or inoperable appliance or system, including, but not limited to, water, fire, and mold spores. Select, its employees, agents, shareholders, or parent company shall in no way be responsible for any damages, whether in contract or tort, for any malfunctioning or inoperable appliance or system.

13. Cancellation.

13.1 Cancellation By Select.

Select may only cancel this Agreement, therefore voiding this Agreement if it is deemed that You have either: i. Fraudulent conduct by You;

- ii. Misrepresentations by You; or
- iii. Failed to make the required payments to Select;

If Select cancels this Agreement, Select will provide you notice of such cancellation at least thirty (30) days prior to the effective date of cancellation. The notice of cancellation will provide the reason for cancellation. You shall be entitled to a pro-rata refund of payments made regarding Your service contract for the remaining term, less an administrative fee, and any service costs incurred by Select.

13.2. Cancellation by You. You may cancel this Agreement within thirty (30) days from the Order Date of this Agreement, as set forth on the schedule page accompanying this Agreement. In the event you cancel within the thirty (30) day period, You shall be entitled to a full refund if and only if, no service has been provided under the contract. After the thirtieth day, you may receive a refund pro-rated at the non-discounted annual plan cost. A \$75 cancellation fee will be charged and any service costs incurred by Select.

14. Renewal.

In the event You wish to renew this Agreement for an additional term, as set forth in the schedule page accompanying this Agreement, You must contact a Select representative prior to the expiration of your current term. You will be notified by a Select representative as to the new rates and the new terms of coverage. Select reserves the right to deny your request for renewal for any reason and change the rate and terms of coverage for the renewed term.

14.1. Automatic Renewal. In the event You select the monthly payment option and Select elects to renew Your Agreement, Select will notify You of the rate and term for the renewal period during the tenth month of Your Agreement and You will be automatically renewed for an annual coverage period unless you notify Select in writing thirty (30) days prior to the Termination Date. Your first payment for the renewed term will be deemed as authorization for another twelve (12) month term.

14.2 Arbitration. Any disputes resulting from this Agreement or any dispute resulting to Select's home warranty service shall be construed and enforced under the laws of the State of New Jersey. You hereby submit to the jurisdiction of the courts of New Jersey and waive any objection to venue with respect to actions brought in such courts. Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the American Arbitration Association in the State of New Jersey. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

15. Transfer of Agreement.

If Your Covered Property is sold during the term of this Agreement, You may transfer this Agreement to the new owner by notifying Select by phoning 1-855-267-3532. You must inform Select of the change of ownership and provide the name, email address, and phone number of the new owner. A copy of the Agreement is available upon request. You may not otherwise assign this Agreement without Select's prior written consent.

Select may assign this Agreement, in whole or in part, without Your consent, to the fullest extent allowed by law. You understand and agree that, in the event of such an assignment, We will have no further obligation to You.

16. Severability.

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

17.Miscellaneous State Provisions

Alabama Residents –The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. If this Agreement is cancelled, You will receive a refund of the unearned portion of the purchase price based on time expired, less a cancellation fee of \$25. Any refund due

to You under this Agreement may be credited to an outstanding balance of Your account, and the excess, if any, shall be refunded to the original purchaser. For purposes of calculating a refund of the contract price owed to You upon cancellation, the contract price will include any application fee You paid. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service contract to the provider. In the event of cancellation for nonpayment or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.

Arizona Residents – This Agreement does not exclude any preexisting conditions if such conditions were known or reasonably should have been known by Us or the person selling the Agreement on Our behalf. If this Agreement is cancelled at any time, You will receive a pro-rata refund after deducting for claims paid and expenses associated with the cancellation. The cancellation expenses may not exceed ten percent (10%) of the gross amount paid by you for the Agreement. We may not cancel or void this Agreement for any of the following reasons: (1) Preexisting conditions that were known or that reasonably should have been known by Us or Our subcontractors; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors may cancel or void coverage under this Agreement due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner.

Notwithstanding the above arbitration provision in Section 14.2, You may elect to resolve disputes under the Provisions of Arizona Rev. Stat. §§20-1095.09 and 20-461 Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. You may file a complaint against Us with the Department of Insurance and Financial Institutions by calling 800-325-2548 or online at difi.az.gov/complaint.

Arkansas Residents – The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. Otherwise, if this Agreement is cancelled, You will receive a refund of the unearned portion of the purchase price based on time expired less an administrative fee of the lesser of \$30 or 10% of the purchase price. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. A claim against Us may include a claim for the return of the unearned provider fee.

California Residents – We may not cancel this Agreement during the initial term for which it was issued except for: (i) Nonpayment of protection contract fees; and (ii) fraud or misrepresentation of facts material to the issuance of such contract.

Colorado Residents - Action under this Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act" articles 1 and 2 of title 6, C.S.R., and a party to such an agreement may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

Connecticut Residents - If We are unable to resolve any disputes with You regarding this Agreement, You may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement.

D.C. Residents – The right to void the service contract during the first 30 days is not transferable and applies only to the original contract purchaser. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service contract to Us. In the event of cancellation by You, We may charge a reasonable cancellation fee, not to exceed 10% of the gross provider fee.

Florida Residents - Listing Coverage cannot be included at no charge. Listing Coverage is available for an additional fee. Fees and rates for coverage under this Agreement are NOT subject to regulation by the Florida Office of Insurance Regulation. If You cancel this Agreement within the first thirty (30) days from the purchase date, You will be refunded 100% of the gross premium paid, less any claims paid under the Agreement. We may also charge You a reasonable cancellation fee, not to exceed 5% of the gross provider fee paid. Otherwise, if You cancel this Agreement, You will be refunded 90% of the unearned pro rata premium, less any claims paid. We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice mailed to Your last known address. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, Our cancellation may be immediate and without prior notice. The notice of cancellation will include the reason and the effective date of cancellation.

Georgia Residents –. If We cancel this Agreement, We will refund any unearned portion of the purchase price on a pro rata basis. Claims paid will not be deducted from any refund due under this Agreement. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. Cancellations will comply with Section 33-24-44 of the Code of Georgia. If a claim covered by this Agreement is also covered by another service contract, then the claim will be paid on a pro-rata basis with such other service contract. If a claim covered by this Agreement is covered by an insurance policy, manufacturer's warranty, or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer's warranty, recall, or legal action. In no event, however, shall We pay more than the applicable Limit of Liability.

In Georgia, the obligations under this Contract are guaranteed by a surety bond executed by RLI Insurance Company, 9025 N. Lindbergh Dr., Peoria, IL 61615 – telephone number 800-645-2402.

Hawaii Residents – The right to void the Agreement during such period is not transferrable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement.

Illinois Residents – In the event You cancel this Agreement, We may charge a reasonable cancellation fee in the amount of the lesser of \$50 or 10% of the purchase price.

Kentucky Residents- In Kentucky, the obligations under this Contract are guaranteed by a surety bond executed by RLI Insurance company, 9025 N. Lindbergh Dr., Peoria, IL 61615—telephone number 800-645-2402. You are entitled to make a direct claim against the surety insurer if We fail to pay any claim within 60 days after the claim has been filed.

Iowa Residents –The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. In the event You cancel this Agreement, we charge a reasonable cancellation fee in an amount no greater than 10% of the total purchase price. A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after return of the service contract to the provider. The issuer of this Agreement is subject to regulation by the insurance division of the Department of Commerce of the State of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

Louisiana Residents – The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You.

Massachusetts Residents –The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement.

Maryland Residents – The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. Your service contract is extended automatically if We fail to perform the services under the service contract and will not terminate until the services are provided in accordance with the terms of the service contract.

Maine Residents – The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A monthly penalty equal to 10% of the outstanding provider fee must be added to a refund that is not paid or credited within 45 days after return of the service contract to Us. In the event of a cancellation by You, We may also charge You a reasonable administrative fee, not to exceed 10% of the contract price. We may cancel this Agreement by providing You with at least 15 days prior written notice of cancellation mailed to Your last known address.

Michigan Residents – If performance of this Agreement is interrupted because of a strike or a work stoppage at Our place of business, the effective period of this Agreement will be extended for the period of the applicable strike or work stoppage.

Minnesota Residents - The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. If We cancel this Agreement, a prorata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued.

Missouri Residents –The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement.

New Hampshire Residents - In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.

New Jersey Residents - The right to void the service contract during the first 30 days from the purchase date is

not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. **New Mexico Residents** –The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 60 days after the cancellation of this Agreement.

No administrative fee will be imposed if We cancel the Agreement. If You cancel this Agreement, We may charge a cancellation fee not to exceed 10% of the purchase price. If this Agreement has been in effect for at least seventy (70) days, We may not cancel this Agreement before the expiration of the agreed term or one year after this Agreement's effective date, whichever occurs first, except for the following reasons: (1) Your failure to make full payment by the due date; (2) Your conviction of a crime that results in an increase in the service required under the Agreement; (3) discovery of fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for service thereunder; or (4) discovery of an act or omission by You or a violation by You of any condition under this Agreement, if it occurred after the effective date of this Agreement and substantially and materially increased the service required under this Agreement.

New York Residents - The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Agreement.

North Carolina Residents - The purchase of this Agreement is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents - Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. XPD Warranty License Number is: 44201649. NOTICE: This home warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

Oregon Residents - The license number for [insert provider and license number].

South Carolina Residents –The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. In the event of a dispute with the provider of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201, Telephone #: (800) 768-3467.

Texas Residents – This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at PO Box 12188, Austin, TX 78711, phone # 512-936-3049. The purchase of a home warranty contract is optional and similar coverage may be purchased through other residential companies or insurance companies authorized to transact business in Texas. We may not cancel this Agreement during the initial term unless (i) You do not pay a fee or charge due under the terms of the Agreement, (ii) You engage in fraud or misrepresentation of facts material to the issuance of the Agreement, or (iii) an interest in the residential property covered under this Agreement is sold, and the Agreement is contingent on an interest in the property not being sold. NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY, OR THE ATTORNEY OF YOUR CHOICE.

Utah Residents – This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. Emergency Repairs: In the event an emergency repair is required outside of Our normal business hours, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made. Proof of Loss: Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim if it was not reasonably possible to provide proof within the required time and proof is provided as soon as reasonably possible thereafter.

Virginia Residents – If any promise made in the Agreement has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Wyoming Residents – The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. We may cancel this Agreement by

providing You with at least 10 days prior written notice of cancellation mailed to Your last known address. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You.

3 Reasons to Invest in a Home Warranty

Every homeowner will eventually deal with an unexpected breakdown, on the other hand, only some homeowners are ready for it.

Rather than viewing a new home warranty as an extra expense, it actually serves as an investment in your future. The costs when you're not covered are sudden and unavoidable, but the costs when you have a home warranty plan are instead gradual, allowing you to save on hefty expenses later.

A repair on your refrigerator can cost up to \$500 when your yearly price quote for a home warranty could be just as much, covering far more than just a refrigerator, and that's not the only reason why a home warranty is worth it.

1. Gain peace of mind

Many homeowners who pay a mortgage consider their home warranty as part of this monthly payment towards the home. When you're already in the mind set to put aside money for housing, a home warranty to keep the system and appliances functioning is a no brainer.

Home sellers and real estate agents often include home warranties when selling homes because it offers unmatched relief if an issue were to suddenly arise soon after closing a sale. If the heating system won't turn on come winter, the new home owner wouldn't have to contact the previous owner for help, and instead would have home warranty coverage to work through.

2. Save time finding an expert

The reason why you need a home warranty is because when an issue occurs, you're not going to break out the wrench and possibly make it even worse. You need a qualified and reliable expert who can identify your problem and fix it of course!

As 2017's Best in Service Award recipient by HomeWarrantyReviews.com, Select Home Warranty is here to connect you to our vast network of technicians. With home warranty, we connect you to the right person for the job, and all you have to do is pay a modest service fee during the visit. The service technician will diagnose your problem, order any parts, and fix your system or appliance, so long as it's within the warranty's terms.

3. Reduce costs to repair and replace

With a home warranty through Select, you also have access to some of the best deals available online. We are continually offering new discounts and coupon codes to make home warranty coverage even more affordable.

You can have a range of appliances and systems covered in your home, including water sprinklers, pools, and your septic tank. We cover your assets no matter how old they are too.

When it comes time to place your claim, you'll be able to compare the costs you avoided. A heating system or plumbing system can cost up to \$800 to repair. Instead, your monthly payments and day-of service fee will add up to just a fraction of this cost.

Unfortunately, home systems and appliances always seem to fail at the most inconvenient times. That's why we're here to shield your wallet, and your home, from the unexpected.

How to maintain your home's air conditioner

One of the most important aspects of your home is the climate and temperature. If you can't keep your home cool during the summer, the best-case scenario is that you live uncomfortably. In homes with children and the elderly, the heat can become a serious health issue.

It's important to learn the proper way to care for your individual home's cooling system. In most cases, a breakdown can be avoided if the unit is maintained correctly.

The two common types of AC units

Depending on the size of your home, you'll likely either have window units to cool individual parts of your home or central cooling that cools throughout your home, A central cooling system has a lifespan between 15-20 years, while a window unit has an average lifespan of 10 years.

The biggest difference is that central cooling requires ductwork to connect components from the inside to the outside of the home. This is also the more expensive option and is best for large spaces. Window units are cheaper and best used for smaller spaces.

Tips for taking care of your window AC unit

When caring for individual window units, be sure to clean their filters. Most units require you to rinse and dry a removable filter, if you replace the filter before it's dry, it could collect ice and damage the unit, so if you're feeling impatient in the summer heat, try using a hair dryer to speed things up.

You may also want to use a cloth or vacuum to check for dirt and debris around the evaporate or coils. This is a part of the air conditioner close to the filter and helps with air flow. The better you clean your AC, the less allergens you'll allow into your home from outside.

Be sure to store your unit horizontally, the same as it would be placed in the window, or else you can damage the compressor. If an air conditioner is stored on its side, it likely won't work come summer time.

In the end, most common problems - even with a window unit air conditioner - requires helps from an HVAC expert.

Tips for taking care of your central cooling system

Most central air conditioners have a split system, which means there will be an indoor coil and an outdoor condenser connected by ducts. Some central air conditioners are actually HVAC units, which stands for "heat, ventilation, and air conditioning."

For homes with central cooling, as the home owner, you should be sure to keep foliage away from the outside component of the system so that growth doesn't clog the grills. You should also check that the ducts in your home are sealed and not letting air escape. You may notice an especially high bill if your ducts are leaking.

You will likely want to have your central air cooling system serviced annually by an expert. The beginning of summer is the best time to maintain the central air conditioner. A maintenance technician will run through maintenance checks, including:

- •Changing filters
- Cleaning coils
- Maintaining the drainage system
- Replacing the refrigerant

Just a few more AC efficiency tips

In either case, whether you are caring for a window unit or central cooling unit, setting the thermostat ahead of time will save on your bill. One study found that nearly 90% of Americans say they rarely program their thermostat. Take the time to review your owner's manual and set it to go on during times of the day you'll be home and to shut off during times of the day you're either at work or sleeping,

If you should have a home warranty and experience an issue with our home's cooling, Select Home Warranty is here to shield your wallet. Submit a claim to let us know of an issue with your AC unit.



Please join our new

FRIENDS AND FAMILY PROMOTION

If you refer a friend to Select Home Warranty, you will receive one month of free service.

All you have to do is

HAVE YOUR FRIEND CALL IN AND

mention your contract number and we will apply a credit to your account.







One International Blvd. Suite 400 Mahwah, New Jersey 07495-0400 selecthomewarranty.com







